

RESTRICTIVE COVENANT

**333 Elliott Avenue West
Seattle, Washington**

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) by 333 Elliott Avenue West, LLC, its successors and assigns.

A remedial action occurred at the Property that is the subject of this Restrictive Covenant. The remedial action is described in the Cleanup Action Plan attached to the Consent Decree in State of Washington, Department of Ecology v. 333 Elliott Avenue West, LLC, King County Cause Number _____. A copy of this document is available at Ecology's NWRO.

This Restrictive Covenant is required because the remedial action undertaken at the Property resulted in residual concentrations of [HAZARDOUS SUBSTANCE(S)] in [LOCATION] that exceed [SPECIFY LEVELS]. In addition, groundwater beneath the Property contains naphthalenes and polycyclic aromatic hydrocarbons that exceed the MTCA Method B cleanup levels established in WAC 173-340-720.

The undersigned, 333 Elliott Avenue West, LLC, is the fee owner of the real property ("Property") in the County of King, State of Washington, that is subject to this Restrictive Covenant. The Property is legally described as Block 160, Seattle Tidelands.

333 Elliott Avenue West, LLC makes the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies that, unless the subject limitations and restrictions are removed as provided herein, such declarations shall constitute covenants to run with the land, as provided by law, and shall be binding on all parties and all persons claiming under them, including all current and future owners of any portion of or interest in the Property (hereafter "Owner").

Section 1. No groundwater may be taken from the Property for domestic use.

Section 2. A portion of the Property contains [HAZARDOUS SUBSTANCE(S)] contaminated soil located [SPECIFICALLY DESCRIBE WHERE THE SOIL IS LOCATED]. Any activity on the Property that may result in the release or exposure to the environment of the contaminated soil that was contained as part of the Remedial Action, or create a new exposure pathway, is prohibited.

Section 3. Any activity on the Property that may interfere with the integrity of the Remedial Action and continued protection of human health and the environment is prohibited.

Section 4. The Owner must give thirty (30) days advance written notice to Ecology of the Owner's intent to convey any interest in the Property. The Owner shall not consummate any conveyance of title, easement, lease or other interest in the Property without adequate and complete provision for continued operation, maintenance and monitoring of the cleanup action, and for continued compliance with the Restrictive Covenant.

Section 5. The Owner must restrict leases of all or any part of the Property to uses and activities consistent with the Restrictive Covenant and notify all lessees of the restrictions on the use of the Property.

Section 6. The Owner shall include notice of the Restrictive Covenant in any instrument conveying any interest in any portion of the Property.

Section 7. The Owner must notify and obtain approval from Ecology prior to any use of the Property that is inconsistent with the terms of the Restrictive Covenant. Ecology may approve any inconsistent use only after public notice and comment. Approval by Ecology pursuant to this section shall not be unreasonably withheld. The Restrictive Covenant shall be amended to reflect any changes approved by Ecology.

Section 8. The Owner shall allow authorized representatives of Ecology the right to enter the Property at reasonable times for the purpose of evaluating the remedial action, to take samples, to inspect any remedial actions taken at the Property, and to inspect records that are related to the remedial action.

Section 9. The Owner reserves the right under WAC 173-340-440 to record an instrument that provides that this Restricted Covenant shall no longer limit uses of the Property or be of any further force and effect. However, such an instrument may be recorded only if Ecology, after public notice and opportunity for comment, concurs.

DATED: _____

333 Elliott Avenue West, LLC

By _____
Its _____

STATE OF _____)
) ss:
COUNTY OF _____)

On this _____ day of _____, before me personally appeared _____, to me known to be the _____ of _____

_____, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation as required by law, for the uses and purposes therein mentioned, and on oath stated that ____ was authorized to execute the said instrument, and that the seal affixed, if any, is the corporate seal of said corporation.

IN WITNESS THEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

Print name: _____

Notary public in and for the State of _____

Residing at _____

My commission expires: _____